

TITLE PAGE

OF

KENTUCKY LOCAL EXCHANGE SERVICES TARIFF

OF

WINSONIC DIGITAL MEDIA GROUP, LTD.

This Tariff, filed with the Kentucky Public Service Commission,
contains the rates, terms, and conditions applicable to
Local Exchange Telephone Services within the State of Kentucky
offered by WinSonic Digital Media Group, Ltd.

Issued: 4/02/2007

Issued By:

Winston D. Johnson, Chairman & CEO
101 Marietta Street NW
Suite 2600, Centennial Tower
Atlanta, Georgia 30303



CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

SECTION	SHEET	REVISION
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SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

(N)	New
(C)	Change regulation
(D)	Delete or discontinue
(I)	Change Resulting in an Increase to a Customer's Bill
(M)	Moved from Another Tariff location
(R)	Change Resulting in a Reduction to a Customer's Bill
(T)	Change in Text or Regulation, But No Change in Rate or Charge

Sheet revisions will show the next number of revision from the existing sheet and cancel the existing sheet.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 **would be 14.1.**
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Company. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).1.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.(i).(l).
- D. Check Sheets – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file

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DEFINITIONS

AREA OUTSIDE OF BASE RATE AREA

That area within the exchange service area which does not have continuous development and lies beyond the base rate area. Generally, rural multi-party service is furnished within this area. However, primary service may be furnished at base rate plus a charge based on mileage or zone differentials.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BASE RATE AREA

A continuous, closely built-up section of the exchange area in which the base rate applies without mileage charge.

CARRIER CIRCUITS

A circuit provided by the use of electronic carrier equipment whereby more than one conversation can be transmitted over one metallic circuit or radio path at the same time.

CENTRAL OFFICE

The inside equipment of the telephone company as an operating unit, where connections are made between subscriber's lines and trunk and toll lines.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

COMMISSION

The Kentucky Public Service Commission

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DEFINITIONS (CONT'D)

COMMUTED MILEAGE AREA OR LOCALITY RATE AREA

A definite area outside the base rate area where service is furnished at base rates plus additional charge based on a uniform mileage measurement.

COMPANY

WinSonic Digital Media Group, Ltd.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

EXCHANGE

The telephone company system providing service within exchange service area

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DEFINITIONS (CONT'D)

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE AREA

An area in which is located a telephone central office or offices within which area the telephone company holds itself to provide service.

EXCHANGE SERVICE

The provision to the Customer of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the Customer's premises.

EXTENDED AREA SERVICE

The type of telephone service that furnishes toll free local service between closely situated exchanges having a common community of interest.

EXTENSION OF SERVICE

Extension of existing facilities to serve a customer, customers or a new area not presently served.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

FOREIGN CENTRAL OFFICE SERVICE

Exchange service furnished by means of a circuit connecting a customer's telephone with a central office of the same exchange but outside of the central office district in which the telephone is located.

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DEFINITIONS (CONT'D)

FOREIGN EXCHANGE SERVICE

Exchange service furnished by means of a circuit connecting a customer's telephone with a central office outside of the exchange area in which the telephone is located.

GROUND RETURN CIRCUITS

That type of circuit that utilizes, in place of one of the two wires required for a metallic circuit, the ground as a returned circuit.

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

INTERFACE

That point on the premises of the Customer at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

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DEFINITIONS (CONT'D)

JOINT USER

The person, firm or corporation who shares a customer's service under a specific contract and in accordance with tariff provisions, but would not otherwise be entitled to such joint use.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by the Company's long distance network.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a Customer for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area terminating point.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTI-FREQUENCY ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

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DEFINITIONS (CONT'D)

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

OUTSIDE PLANT

The telephone company equipment installed on, along, or under streets, alleys, highways, or on private rights-of-way between the central office and subscribers' locations, or between central offices.

PBX

A private branch exchange.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

PRIMARY SERVICE

Generally considered to be 1, 2, or 4-party service.

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DEFINITIONS (CONT'D)

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PUBLIC SAFETY ANSWERING POINT ("PSAP")

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

RURAL SERVICE AREA

That area within the exchange service area which is sparsely developed and lies outside the base rate area.

SAME PREMISES

All space in the same building in which one Customer has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same Customer. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SERVICE CONNECTION CHARGE

A charge made to a customer for the purpose of reimbursing or partially reimbursing the telephone company for the cost involved in connecting telephone facilities upon customer's premises.

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DEFINITIONS (CONT'D)

SERVICE LINES

Those lines which are owned and maintained by the subscriber.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

STATION

The telephone instruments and associated equipment installed for the use of a subscriber on his premises.

SUBSCRIBER

Same as "customer".

SUSPENSION

Suspension of service at the Customer's request is interruption of both incoming and outgoing service.

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DEFINITIONS (CONT'D)

SWITCHING SERVICE

That service performed when calls are switched from a service line to another line terminated in the company's board.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

USER

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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SECTION 2 – GENERAL RULES AND REGULATIONS

2.1 APPLICATION OF TARIFF

- A. This Tariff sets forth the regulations and rates applicable to services provided by WinSonic Digital Media Group, Ltd.
- B. The regulations specified herein are applicable to all communication services offered in the Tariff by WinSonic Digital Media Group, Ltd., hereinafter referred to as the “WinSonic” or “the Company”. Additional regulations, where applicable, pertaining to specific service offerings accompany such offerings in various sections of the Tariff.
- C. This tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal business hours at the Company’s principal place of business.

2.2 AVAILABILITY OF FACILITIES

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.

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SECTION 2 – GENERAL RULES AND REGULATIONS

2.3 USE OF FACILITIES AND SERVICE

2.3.1 Obligation of the Company

A. Transmitting Messages

In furnishing service, the Company does not undertake to transmit messages, but furnishes the use of its facilities, when available, to its customers for communications.

- B. The Company will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company, except where the Company transmits messages for Telecommunications Devices for the Deaf (TDD).

Where the Company transmits messages through the Kentucky Relay Center, the Company shall not be liable for errors in translating, transmitting, receiving or delivering messages by telephone, TDD, or any other instrumentality over the facilities of the Company, connecting utilities or through the Kentucky Relay Center.

- C. The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 – GENERAL RULES AND REGULATIONS

2.3 USE OF FACILITIES AND SERVICE (CONT'D)

2.3.2 Limitations on Liability

A. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

B. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

C. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (CONT'D)

2.3.3 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.3.4 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. The Company may discontinue service or refuse service when it has reasonable grounds to believe that such service is being used or will be used in violation of law. Reasonable grounds may include but are not limited to an order, provided by law enforcement officials to the Company, from a court of competent jurisdiction in which the court finds that the service is being used or will be used in violation of the law and should be terminated. In the event that any law enforcement officials, either Federal or State, find cause to evidence that a Customer is using service in violation of the law, then such law enforcement officials shall provide a Court Order from a competent court of jurisdiction, specifically directing the Company to discontinue or refuse service to a named Customer.

2.3.5 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.4 MINIMUM PERIOD OF SERVICE

- A. The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.
- B. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.
- C. If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance to the terms under which the service was originally furnished.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.5 FLEXIBLE PRICING

2.5.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

2.5.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Individual written notice to Customers of rate changes shall be made in accordance to Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE RENDERED

2.6.1 Advance Payments

- A. In order to protect the Company against revenue loss, an applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service charges, installation or other nonrecurring charges, plus charges for one month of service. Where construction charges are applicable, the payment thereof may be required in advance of start of construction.
- B. The advance payment will be up to one hundred percent of the applicable service charges, nonrecurring installation charges, plus charges for one month of service plus two months estimated tolls.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.6.2 Deposits

- A. The Company may, in order to safeguard its interest, require an applicant for its services to make suitable deposit to be held by the Company as a guarantee of the payment of charges. Any such deposit may be held during the continuance of the service for the payment of any and all amounts accruing for the service.
- B. Subject to special provisions as may be set forth below and in Section 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to pay a deposit which shall not exceed an amount equivalent to a single estimated average bill in the case of residential customers and two estimated maximum bills for any other customers.
- C. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.6.2 Deposits (cont'd)

D. Interest on Deposits

The Company shall pay a minimum interest of 6 percent per annum. The Company shall pay an interest rate of 7 percent per annum on deposits of nonresidential customers when the Company elects not to refund such deposit after 23 months. The deposit interest shall be simple interest in all cases and settlement shall be made annually, either in check or by credit on the current bill. Upon termination of service, the deposit and interest may be credited against the final account of the Company and the balance, if any, shall be returned promptly to the customer but in no event later than forty-five (45) days after the service is discontinued.

E. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request. The service of any customer who fails to comply with these requirements may be discontinued upon reasonable written notice.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.6.2 Deposits (con'd)

G. Refund of Deposit

After the customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the residential customer's deposit and shall, at its option, either refund or pay the rate of interest specified in 2.6.2.D. The above applies for nonresidential deposits, providing the customer has not, in the preceding 12 months:

- (a) Made more than one late payment of a bill;
- (b) Paid with a check refused by a bank;
- (c) Been disconnected for nonpayment at any time; and
- (d) Used service in a fraudulent or unauthorized manner.

When a deposit is to be refunded, the full amount of the deposit will be issued by check unless unpaid amounts are still owed the Company. The Company will then process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and refund any remaining amount of the deposit to the customer by check.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.6.3 Payment of Charges

Charges for facilities and service are billed monthly in advance. Usage charges are billed in arrears. Bills are due by the due date, not earlier than twenty day (22) days after the billing date, and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

A customer may complain to the Company in person, by telephone, or in writing. Upon receipt of a customer complaint, the Company shall promptly investigate the matter. Records shall be maintained for two (2) years from the date that the complaint is resolved.

SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.6.4 Return Check Charge

A charge of \$30.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.6.5 Late Payment Charge

- A. An interest charge of one and one half percent (1.5%) of the unpaid balance for regulated charges will be applied to the bill of each Customer when the previous month's balance is not paid prior to the next billing date.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.6.6 Disconnect of Service for Non-Payment

- A. The customer is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the Customer are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered the account shall be deemed correct and binding upon the Customer.
- B. The Customer shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service. The Customer is responsible for payment of all charges for services furnished the Customer, including charges for services originated or charges accepted at the Customer's station.
- C. In the event that any bill rendered or any deposit required is not paid, the Company may disconnect service until the bill or required deposit has been paid.
- D. In the event of a proposed disconnection of residential local service only, the following procedures shall apply:
 - 1. If service is disconnected for nonpayment, the customer will be billed a Connection Charge as well as any payment and any applicable deposits upon reconnection.
 - 2. No basic residential service shall be disconnected for local service charge until at least 29 days from the date of the bill.
 - 3. No residential service can be disconnected for local service unless the Company has given the affected customer a written notice of the proposed disconnection at least five (5) days before the proposed dated of disconnection. The notice shall include:
 - (a) The final payment date of the amount due:
 - (b) The reason for the disconnection, including unpaid balance due
 - (c) A telephone number which the customer may call for information about the proposed disconnection.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.6.7 Exceptions to Disconnection

A. Telephone service shall not be suspended or terminated for:

1. Delinquency in payment for service by a previous occupant at the premises to be served, except one who is a close relative or member of the same family of the applicant.
2. Nonpayment for service for which a bill has not been rendered;
3. Nonpayment for service which have not been rendered;
4. Nonpayment of any billed charge which is in dispute or for the nonpayment of deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures. In the case of a disputed bill or deposit request, the Customer shall have the right, after all remedial measures with the Company have failed, to request, in writing or orally, that the Kentucky Public Service Commission investigate the dispute. The address of the Kentucky Public Service Commission is P.O. Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602-0615. The telephone number is 502-564-3940, 502-564-3460 for TTY users. Such requests must be made within ten (10) days after the date of the disputed bill.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

5. Nonpayment of back-billed amounts.
6. Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice versa.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

- A. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer or the failure of facilities provided by the Customer, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon the request of the Customer, for the service and facilities rendered useless and inoperative by reason of the during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in the Tariff. For the purpose of administering this regulation, every month is considered to have thirty days.
- B. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.
- C. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.8 TELEPHONE SURCHARGES

2.8.1 Provision for Certain Local Taxes and Fees

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges may apply. When a municipality or political subdivision of the State charges the Company any license, occupational, franchise, inspection or similar tax or fee, the aggregate amount of such taxes and fees will be billed, insofar as practical, pro rata to exchange customers receiving service in the municipality or political subdivision.

2.8.2 Provision for Certain Local Ordinance Costs

When the Company by virtue of its compliance with a municipal or county ordinance, incurs significant costs that would not otherwise normally be incurred, all such costs shall be billed, insofar as practical, pro rata, per exchange access line, to those customers receiving exchange service within the municipality or county as part of the price for exchange service.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 Suspension of Business and Residence Services

A. General

1. Upon request, a Customer to business or residence service may arrange for the temporary suspension of such service unless otherwise specified in other sections of this Tariff. Suspension of service is available on a Customer's complete service or on such portion thereof as can be suspended.
2. A suspension period shall not be less than one month in duration. Only one suspension, not exceeding nine months in duration, shall be granted in any calendar year.
3. When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is one-half extended by month for each month of suspension.
4. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the Customer, inward calls to a service which is suspended may be referred to the call number of another service in the same or a distant exchange.
5. The charge for the total suspension period may be collected in advance.
6. There is no reduction in the charge for foreign central office line channels, foreign exchange channels, or tie line services during the period of suspension.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.9.1 Suspension of Business and Residence Services (cont'd)

B. Application of Charges

1. Access Line

- (a) The charge for basic exchange line service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged, except as specified in tariffs. Where specified in other sections of this Tariff, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service - specific tariffs shall still apply. Service charges will continue to apply as specified in Section A4.

2. Emergency Organizations

- (a) In order to reasonably insure prompt service in emergency situations, qualifying emergency organizations may have up to thirty (30) access lines at an individual site suspended without regard to any time limit, and at no recurring charge.
- (b) The emergency organization must meet the following criteria to qualify for the special suspension treatment:
 - (I) The primary mission of the organization is to aid the preservation of life or property;
 - (II) The use of the service is limited to emergency situations and kept on a standby basis during non-emergency times, except during maintenance testing by the Customer.
- (c) In those instances where the service is restored for emergency situations, the applicable full tariff rate will apply for the period of time that the service is restored. There will be no minimum time requirement for the service to be in operation.
- (d) There will be no charge for restoring service strictly for testing purposes.
- (e) The usual suspension and restoral charges will apply when service is restored for emergency situations.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 Suspension or Termination of Service (cont'd)

2.9.2 Termination of Service

A. Termination of Service by the Company

1. Violation of any of the regulations contained in this Tariff on the part of the Customer may be regarded as sufficient cause for termination of the Customer's service.
2. When the service is terminated on the initiative of the Company because of violation of its regulations by the Customer, the regulations stipulated below for termination of service at the Customer's request apply.
3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

B. Termination of Service at the Customer's Request

1. Service may be terminated at any time upon reasonable notice from the Customer to the Company. Upon such termination the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.9.2 Termination of Service (cont'd)

C. Termination Charge

1. A termination charge is determined by applying to the Basic Termination Charge the percentage which the unexpired portion of the Initial Service Period bears to the full Initial Service Period.
 - (a) The Basic Termination Charge and the Initial Service Period are indicated in the section of this tariff covering the service items to which they apply. The Initial service period is shown in brackets following the amount of the Basic Termination Charge.
 - (b) When a Customer discontinues one or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.
 - (c) When a Customer cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering, and providing the service; the termination charge in this event will not exceed the Basic Termination Charge.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.9.3 Cancellation of Service for Cause

- A. The Company may without notice either suspend service or terminate the Customer's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises:
1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
 2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
 3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
 4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.11.7 regarding Deferred Payment Agreements.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.9.3 Cancellation of Service for Cause (cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.9.3 Cancellation of Service for Cause (cont'd)

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - (a) No charge shall apply for the period during which service had been terminated, and
 - (b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.9.4 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9.5 Suspension or Termination - Abandonment

Suspension/termination of residence service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

A. Business rates as described in Section 5 apply to service furnished:

1. in office buildings, stores, factories and all other places of a business nature;
2. in hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
3. at any location when the listing or public advertising indicates a business or a profession;
4. at any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - (a) at any location where the customer resells or shares exchange service;
 - (b) the use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (CONT'D)

2.10.2 Telephone Number Change

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENCE CUSTOMERS

2.11.1 Application of Rates

Residence rates as described in Section 4 apply to services furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residence rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residence quarters.

Residence rates do not apply to service in residence locations if the listing indicates a business or profession. Residence rates do not apply to service furnished in residence locations if there is an extension line from the residence location to a business location unless the extension line is limited to incoming calls.

The use of residence service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.11.2 Telephone Number Change

When a residence customer requests a telephone number change, the referral period for the disconnected number is 90 days.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

**2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENCE CUSTOMERS
(CONT'D)**

2.11.3 Deposits

A. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.6.2 of this Tariff, from a residence customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residence service and existing residence customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to pay a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to pay a deposit.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

**2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENCE CUSTOMERS
(CONT'D)**

2.11.3 Deposits (cont'd)

B. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A customer who still owes money to the Company for residence service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period.

The entire deposit is returned to a residence customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.11.4 Installment Billing For Nonrecurring Charges

A residence customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENCE CUSTOMERS (CONT'D)

2.11.4 Installment Billing for Nonrecurring Charges (cont'd)

Installment billing is subject to the following restrictions:

- A. Installment billing may be used only by residence customers;
- B. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- C. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- D. More than one installment plan may be in effect for the same customer at the same time;
- E. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- F. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- G. Installment billing payments will continue even when an account is temporarily suspended
- H. No interest or carrying charges will be applied to the outstanding balance during the installment period.

2.11.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

**2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENCE CUSTOMERS
(CONT'D)**

2.11.6 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residence customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

**2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENCE CUSTOMERS
(CONT'D)**

2.11.8 Return Check

When a check received from a residence customer is dishonored, the company shall make an attempt to contact the customer. The customer shall be given an additional 24 hours to pay before disconnection. A charge of \$30.00 will apply, as previously stated in Section 2.6.4.

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SECTION 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

A. The Connection Charge is a nonrecurring charge which applies to the following:

(a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- C. The Company may from time to time waive or reduce the charge as part of a promotion.

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SECTION 3 -CONNECTION CHARGES (CONT'D)**3.2 RESTORAL CHARGE**

A restoral charge applies each time a service is reconnected after disconnection for nonpayment, but before cancellation of the service.

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

Residence Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Minimum:	\$ 5.00	\$ 5.00	\$ 5.00
Maximum:	\$40.00	\$40.00	\$40.00
Business Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Minimum:	\$ 5.00	\$ 5.00	\$ 5.00
Maximum:	\$40.00	\$40.00	\$40.00

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SECTION 3 -CONNECTION CHARGES (CONT'D)**3.3 CHARGES ASSOCIATED WITH PREMISES VISIT****3.3.1 Terms and Conditions**

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
 - Staples, screws, nail, tape, connectors, etc.

3.3.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the

	<u>Minimum</u>	<u>Maximum</u>
Per Premises Visit, Residence	\$ 10.00	\$ 50.00
Per Premises Visit, Residence	\$ 10.00	\$ 50.00

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SECTION 3 -CONNECTION CHARGES (CONT'D)**3.3 CHARGES ASSOCIATED WITH PREMISES VISIT (CONT'D)****3.3.3 Inside Wire Maintenance and Installation**

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Flat Installation Charges apply when a customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Material is included in each time increment charge.

	<u>Minimum</u>	<u>Maximum</u>
Flat Jack Installation Charge		
Per order, per premises		
-1 st Jack	\$ 1.00	\$ 75.00
-Each Additional, Prewired	\$ 1.00	\$ 25.00
-Each Additional, Unwired	\$ 1.00	\$ 75.00
Flat Wire Installation Charge		
Per wall, per wire pull, Residence	\$ 10.00	\$ 75.00
Flat Wire Installation Charge		
Per wall, per wire pull, Business	\$ 10.00	\$ 75.00

The Flat Inside Wire Maintenance Charge applies when a customer requests noncomplex wire and jack maintenance and does not subscribe to the Inside Wire Maintenance Option. Material is included in the Flat Time and Materials Charge.

Per Premises Visit, Residence	\$10.00	\$50.00
Per Premises Visit, Business	\$10.00	\$50.00

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SECTION 3 -CONNECTION CHARGES (CONT'D)**3.3 CHARGES ASSOCIATED WITH PREMISES VISIT (CONT'D)****3.3.3 Inside Wire Maintenance and Installation (cont'd)****C. Monthly Inside Wire Maintenance Option**

The Monthly Inside Wire Maintenance Option provides Customers paying a monthly fee with ongoing maintenance of noncomplex wire and jack. Premises Visit Charges and Time and Material Charges are waived for maintenance work provided under the terms of the Monthly Inside Wire

	<u>Minimum</u>	<u>Maximum</u>
Inside Wire Monthly		
Maintenance Option		
(per residence account)	\$0.25	\$2.00

3.4 Primary Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

<u>Minimum</u>	<u>Maximum</u>
\$0.00	\$ 5.00

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SECTION 4 – SUPPLEMENTAL SERVICES

4.1 CUSTOM CALLING SERVICE

4.1.1 General

Subject to the availability of the service offerings of the Company's underlying carriers, the features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

4.1.2 Description of Features

A. Three Way Calling/Call Hold

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switch hook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding -Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)

4.1 CUSTOM CALLING SERVICE (CONT'D)

4.1.2 Description of Features (cont'd)

B. Call Forwarding (cont'd)

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

E. Regular Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

F. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)

4.1 CUSTOM CALLING SERVICE (CONT'D)

4.1.3 Rates and Charges

A. Monthly Rates

Maximum and minimum rates for this service are located in Section 6, Residence Network Switched Service, and Section 7, Business Network Switched Service.

B. Connection Charges

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

Minimum:	Maximum:
\$0.00	\$20.00

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 4.3, Service and Promotional Trials, below.

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)**4.1 CUSTOM CALLING SERVICE (CONT'D)****4.1.4 Discounted Rates**

The discount rates (applied to the total monthly rates as specified for the individual Custom Calling Services) for features packages consisting of two, three, four, five or more features selected from Busy Call Forwarding. Busy Call Forwarding-Extended, Call Waiting, Call Forwarding, Delay Call Forwarding, Three-Way Calling, Speed Calling-8, Priority Ringing, Repeat Dialing, Select Call Forwarding, Call Return, and Call Screen:

	Monthly Rate	
	<u>Business</u>	<u>Residence</u>
-Any two features	38%	27%
-Any three features	45%	32%
-Any four features	49%	40%
-Any five or more features	54%	47%

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)

4.2 CLASS SERVICES

4.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

4.2.2 Description of Features

A. Call ID

The Call ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call - including calls that aren't answered by the customer. Call ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

B. Automatic Redial

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)

4.2 CLASS SERVICES (CONT'D)

4.2.2 Description of Features (cont'd)

B. Automatic Redial (cont'd)

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

C. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

D. Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)

4.2 CLASS SERVICES (CONT'D)

4.2.3 Rates and Charges

A. Monthly Rates

Maximum and minimum rates for this service are located in Section 6, Residence Network Switched Service, and Section 7, Business Network Switched Service.

B. Connection Charges

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

Minimum	Maximum
\$00.00	\$20.00

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)

4.3 SERVICE AND PROMOTIONAL TRIALS

4.3.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

4.3.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)

4.3 SERVICE AND PROMOTIONAL TRIALS (CONT'D)

4.3.2 Regulations (cont'd)

- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)**4.4 BUSY VERIFICATION AND INTERRUPT SERVICE****4.4.1 General**

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

4.4.2 Rate Application**A. A Verification Charge will apply when:**

1. The operator verifies that the line is busy with a call in progress, or
2. The operator verifies that the line is available for incoming calls.

B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

4.4.3 Rates

	<u>Minimum</u>	<u>Maximum</u>
Verification Charge, each request	\$ 0.01	\$5.00
Interrupt Charge, each request	\$ 0.01	\$5.00

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SECTION 4 – SUPPLEMENTAL SERVICES (CONT'D)

4.5 DIRECTORY ASSISTANCE SERVICE

4.5.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.5.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from coin telephones, including COCOTS.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 10 of this Tariff, up to a maximum of 50 requests per month.

4.5.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Minimum	Maximum
\$0.01	\$0.50

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SECTION 4- SUPPLEMENTAL SERVICES (CONT'D)

4.6 BLOCKING SERVICE

4.6.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residence and business customers:

- A. 900, 700 Blocking - allows the Customer to block all calls beginning with 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- B. 900, 971, 974, 540, 550, 396, 970, 976, 910, 920 & 700 Blocking - allows the Customer to block all calls beginning with the above prefixes from being placed.
- C. Third Number Billed and Collect Call Restriction - provides the Customer with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- D. Toll Restriction (1+ and 0+ Blocking) - provides the Customer with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- E. Toll Restriction Plus - provides Customers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- F. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

4.6.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

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SECTION 4- SUPPLEMENTAL SERVICES (CONT'D)**4.6 BLOCKING SERVICE (CONT'D)****4.6.3 Rates and Charges****A. Recurring and Nonrecurring Charges**

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished. Nonrecurring Charge

	Nonrecurring Charge	
	<u>Minimum</u>	<u>Maximum</u>
900 and 700 Blocking		
-Residence	\$0.00	\$0.00
-Business (up to 200 lines)	\$0.00	\$10.00
900,971,974 and 700 Blocking		
-Residence	\$0.00	\$0.00
-Business (up to 200 lines)	\$0.00	\$10.00

The nonrecurring charge for initial request of one and two-line business customers is waived for 90 days from the customer's service establishment date.

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SECTION 4- SUPPLEMENTAL SERVICES (CONT'D)**4.6 BLOCKING SERVICE (CONT'D)****4.6.3 Rates and Charges (cont'd)****A. Recurring and Nonrecurring Charges (cont'd)**

Third Number Billed and Collect Call Restriction	Monthly Charges	
	<u>Minimum</u>	<u>Maximum</u>
-Residence	\$0.00	\$5.00
-Business (up to 200 lines)	\$0.00	\$5.00
Toll Restriction		
-Residence	\$0.01	\$5.00
-Business (up to 200 lines)	\$0.01	\$10.00
Toll Restriction Plus		
-Residence	\$0.01	\$5.00
-Business (up to 200 lines)	\$0.01	\$5.00
Direct Inward Dialing Blocking (Third Party and Collect Call)		
-Initial Activation	\$0.01	\$50.00
- Subsequent Activation (per line)	\$0.01	\$10.00

B. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.

C. Connection charges apply as specified in Section 3 of this tariff.

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SECTION 4 - SUPPLEMENTAL SERVICES (CONT'D)

4.7 CUSTOMIZED NUMBER SERVICE

4.7.1 General

- A. Customized Number Service allows a customer to order a specified telephone number rather than the next available number.
- B. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- C. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.
- D. When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the tariffed rate, with the written consent of the Company and the former customer.
- E. The Company reserves and retains the right:
 - 1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
 - 2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;
 - 3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
 - 4. The limitation of liability provisions of this tariff in Section 2.1.1 are applicable to Customized Number Service.

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SECTION 4- SUPPLEMENTAL SERVICES (CONT'D)**4.7 CUSTOMIZED NUMBER SERVICE (CONT'D)****4.7.2 Conditions****A. Charges for Customized Number Service apply when a customer:**

1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
2. Requests a number change from the customer's present number to a Customized Number.

B. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

4.7.3 Rates

	<u>Minimum</u>	<u>Maximum</u>
Set-up Charges		
Residence Customer	\$0.00	\$50.00
Business Customer	\$0.00	\$100.00

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SECTION 4- SUPPLEMENTAL SERVICES (CONT'D)**4.8 LOCAL VERIFICATION/INTERRUPTION SERVICE****4.8.1 General**

- A. Local Verification Service provides operator assistance in determining if a called line is in use.
- B. Local Interruption Service provides for operator interruption of a conversation in progress on a called line.
- C. The customer may request Local Verification/Interruption Service for a charge, where facilities are available, by calling the "O" operator.

4.8.2 Application of Charges

- A. The charges, as specified in A4.8.3 following will apply to all requests except:
 - 1. Emergency requests from official emergency agencies when the request is received on an agency line from agency personnel.
 - 2. Emergency requests in which the caller identifies that the request is to one of the following:
- B. The interruption charge is for both the Verification and the Interruption Services and will be applied whether or not the called party agrees to release the line and accept the call.

4.8.3 Rates and Charges**A. Service Charges**

	<u>Minimum</u>	<u>Maximum</u>
1. Verification charge	\$0.00	\$5.00
2. Verification and Interruption charge	\$0.00	\$10.00

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SECTION 5 – RESIDENCE NETWORK SWITCHED SERVICES

5.1 GENERAL

5.1.1 Residence Network Switched Service provides a residence customer with a connection to the Company's switching network which enables the customer to:

- A. place and receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

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SECTION 5- RESIDENCE NETWORK SWITCHED SERVICES (CONT'D)

5.2 SERVICE DESCRIPTIONS AND RATES

5.2.1 Flat Rate Service

A. Description

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in the General Subscriber Services Tariff, Section A3, BellSouth Telecommunications, Inc.

Each Flat Rate Service line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Flat Rate Service Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

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SECTION 5 - RESIDENCE NETWORK SWITCHED SERVICES (CONT'D)

5.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)

5.2.1 Flat Rate Service (cont'd)

B. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Nonrecurring Connection Charge: \$50.00

Monthly Recurring Charges:

- Each Service Line \$25.00

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES

6.1 GENERAL

- 6.1.1 Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:
- A. receive calls from other stations on the public switched telephone network;
 - B. access the Company's local calling service;
 - C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
 - D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
- 6.1.2 Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.
- 6.1.3 Connection charges apply to all service on a one-time basis unless waived pursuant to this Tariff.

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (CONT'D)

6.2 SERVICE DESCRIPTIONS AND RATES

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

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SECTION 6- BUSINESS NETWORK SWITCHED SERVICES (CONT'D)

6.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)

6.2.1 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate basic included in the line price. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (CONT'D)

6.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)

6.2.1 Basic Business Line Service (cont'd)

B. Flat Rate Basic Business Line Service

1. Description

Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in the General Subscriber Services Tariff, Section A3 of BellSouth Telecommunications, Inc.

2. Recurring and Nonrecurring Charges

In addition to the charges listed below, service order charges apply as described in Section 3 of this tariff.

Nonrecurring Connection Charge: \$100.00

Monthly Recurring Charges:

-Each Service Line \$50.00

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SECTION 7 - SPECIAL SERVICES AND PROGRAMS

7.1 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

- 7.1.1 The Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.
- 7.1.2 A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Kentucky.
- 7.1.3 The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 7.1.4 The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 7.1.5 The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

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SECTION 7 - SPECIAL SERVICES AND PROGRAMS (CONT'D)

7.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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SECTION 7 - SPECIAL SERVICES AND PROGRAMS (CONT'D)

7.3 KENTUCKY RELAY SERVICE

The Company will provide access to a telephone relay center for Kentuckians, according to Federal Communications Commission mandates. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number or 711. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

Each subscriber shall be billed a monthly surcharge of \$0.09, per access line, to fund the Kentucky Telecommunications Relay Service and the Telecommunications Access Program (TRS/TAP).

7.4 KENTUCKY LIFELINE SUPPORT

The Kentucky Lifeline Support program was designed to preserve and promote telephone services to qualified low-income households by providing a monthly credit for local service.

Each subscriber shall be billed a monthly surcharge of \$0.08, per access line, to assist with funding this program.

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SECTION 8 – SPECIAL ARRANGEMENTS

8.1 SPECIAL CONSTRUCTION

8.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (a), (b), and (c).

8.1.2 Basis for Cost Computation

The costs referred to in 8.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor, and supervision;
 - 3. transportation; and
 - 4. rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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SECTION 8- SPECIAL ARRANGEMENTS (CONT'D)

8.1 SPECIAL CONSTRUCTION (CONT'D)

8.1.2 Basis for Cost Computation (cont'd)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

8.1.3 Termination Liability

- A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.
- B. The period on which the termination liability is based is the estimated service life of the facilities provided.
- C. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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SECTION 8- SPECIAL ARRANGEMENTS (CONT'D)

SPECIAL CONSTRUCTION (CONT'D)

8.1.3 Termination Liability (cont'd)

C. (cont'd)

Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

1. equipment and materials provided or used;
2. engineering, labor, and supervision;
3. transportation; and d) rights of way and/or any required easements;
 - (a) license preparation, processing, and related fees;
 - (b) tariff preparation, processing and related fees;
 - (c) cost of removal and restoration, where appropriate; and
 - (d) any other identifiable costs related to the specially constructed or rearranged facilities.

- D. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 8.1.3.2 preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 8- SPECIAL ARRANGEMENTS (CONT'D)**8.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

8.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- A. LATA and type of switch
- B. The V&H distance from the central office to the customer*s premises
- C. Service description
- D. Rates and charges
- E. Quantity of circuits 6) Length of the agreement.

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SECTION 9- LOCAL CALLING AREAS

The Company will mirror the Local Calling Areas exchanges and their LATAs of BellSouth Telecommunications Corporation, as outlined in the G.S.S.T. Section A3.

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